

**KANSAS.GOV**

**Information Network of Kansas Board Report**

**Network Manager's Report**

**January 1 – February 28, 2007**

**Network Manager Report**

For the month ending February 28, 2007

Contents

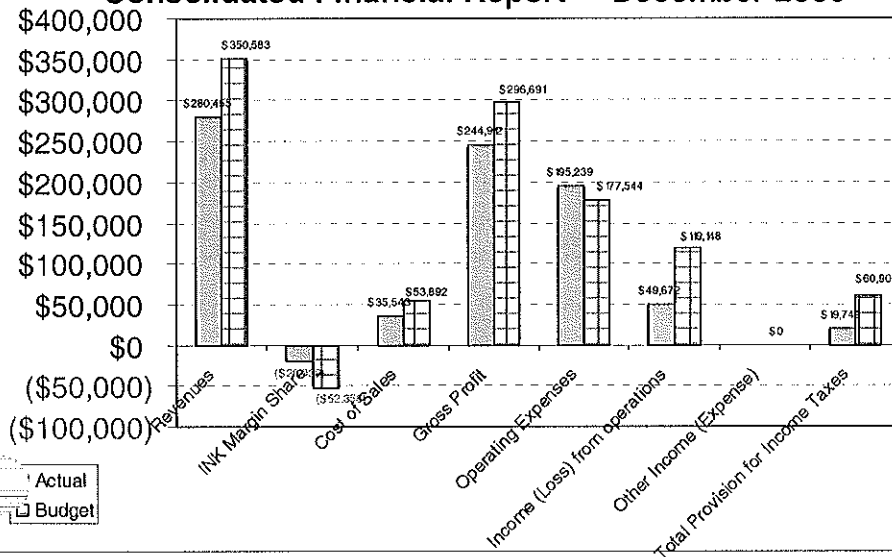
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*Attachments following end of report\**

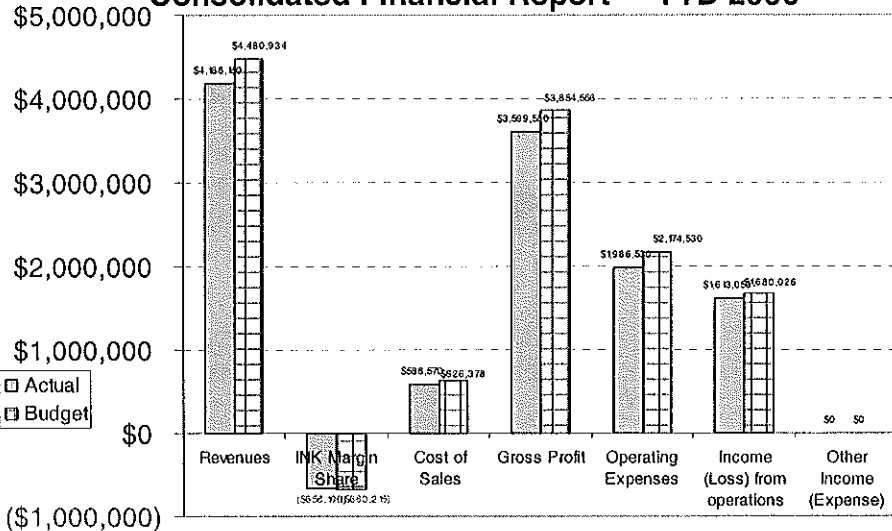
# FINANCIALS

CONSOLIDATED FINANCIAL REPORT Kansas Information Consortium, Inc. -unaudited report-								
	December-06	December 2006 Budget	Variance %	December-05	YTD 2006	YTD Budget	Variance %	YTD 2005
Revenues	\$280,455	\$350,583	-20%	\$260,698	\$4,188,150	\$4,480,934	-7%	\$3,472,853
INK Margin Share	(\$20,039)	(\$52,358)	-62%	(\$47,730)	(\$658,100)	(\$680,215)	-3%	(\$624,472)
Cost of Sales	\$35,543	\$53,892	-34%	\$32,419	\$588,570	\$626,378	-6%	\$363,049
Gross Profit	\$244,912	\$296,691	-17%	260,698	\$3,599,580	\$3,854,556	-7%	\$3,472,853
Operating Expenses	\$195,239	\$177,544	10%	\$191,204	\$1,986,530	\$2,174,530	-9%	\$1,976,748
Income (Loss) from operations	\$49,672	\$119,148	-58%	\$69,494	\$1,613,050	\$1,680,026	-4%	\$1,496,105
Other Income (Expense)		\$0	0%	\$0	\$0	\$0	0%	\$0
Total Provision for Income Taxes	\$19,749	\$60,904	-68%	\$27,626	\$621,938	\$812,587	-23%	\$595,054
Net Income (Loss)	\$49,672	\$58,244	-15%	\$41,868	\$991,112	\$867,439	14%	\$901,051

## Consolidated Financial Report December 2006

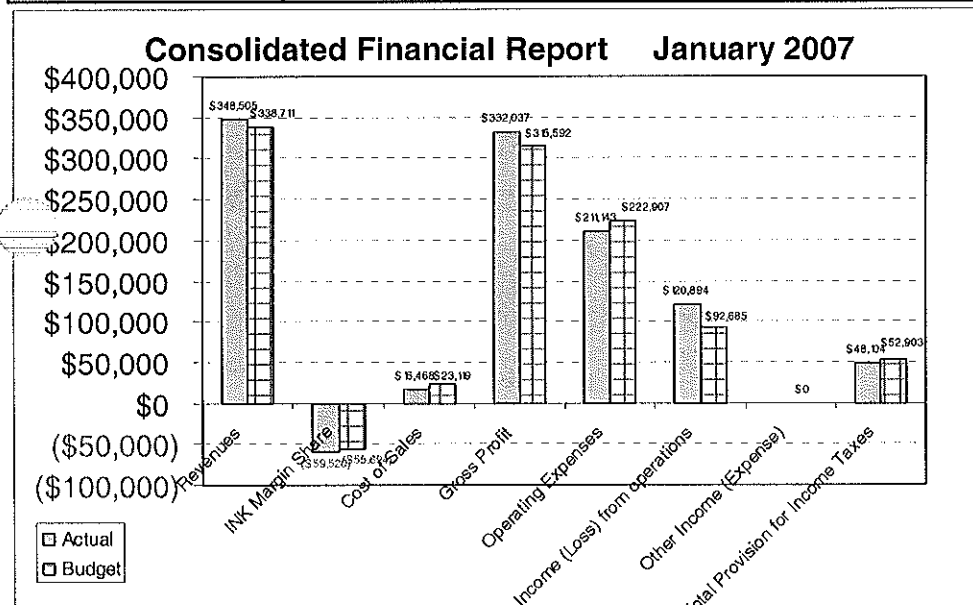


## Consolidated Financial Report YTD 2006

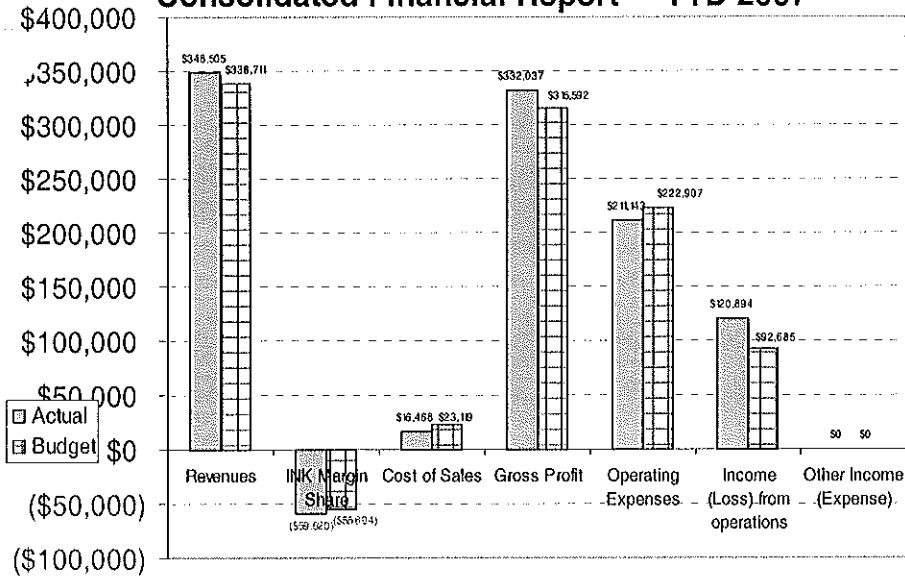


INFORMATION - 2006		
Kansas Information Consortium, Inc.		
	<b>December-06</b>	<b>YTD 2006</b>
<b>Revenues</b>		
Batch Revenue	\$364,646	\$4,468,668
Interactive Revenue	\$945,992	\$14,355,820
Total Site Visits:	2,420,718	37,368,949
Average Successful Requests Per Day:	78,088	1,890,707
Business Days:	20	242

CONSOLIDATED FINANCIAL REPORT								
Kansas Information Consortium, Inc.								
-unaudited report-								
	January-07	01/2007 Budget	Variance %	January-06	YTD 2007	YTD Budget	Variance %	YTD 2006
Revenues	\$348,505	\$338,711	3%	\$316,754	\$348,505	\$338,711	3%	\$316,754
INK Margin Share	(\$59,520)	(\$55,694)	7%	(\$53,142)	(\$59,520)	(\$55,694)	7%	(\$53,142)
Cost of Sales	\$16,468	\$23,119	-29%	\$21,344	\$16,468	\$23,119	-29%	\$21,344
Gross Profit	\$332,037	\$315,592	5%	\$295,410	\$332,037	\$315,592	5%	\$295,410
Operating Expenses	\$211,143	\$222,907	-5%	\$121,710	\$211,143	\$222,907	-5%	\$121,710
Income (Loss) from operations	\$120,894	\$92,685	30%	\$173,700	\$120,894	\$92,685	30%	\$173,700
Other Income (Expense)	\$0	\$0	0%	\$0	\$0	\$0	0%	\$0
Total Provision for Income Taxes	\$48,104	\$52,903	-9%	\$71,139	\$48,104	\$52,903	-9%	\$71,139
Net Income (Loss)	\$72,790	\$39,782	83%	\$102,561	\$72,790	\$39,782	83%	\$102,561



## Consolidated Financial Report YTD 2007



INFORMATION - 2007		
Kansas Information Consortium, Inc.		
	January-07	YTD 2007
Revenues		
Batch Revenue	\$419,695	\$419,695
Interactive Revenue	\$1,362,745	\$1,362,745
Total Site Visits:	2,654,234	2,654,234
Average Successful Requests Per Day:	85,621	85,621
Business Days:	21	21

## ONLINE SERVICES AND AUTHORIZATION REPORT

**Date Proposed: March 1, 2007**

**Request Number: 01-2007**

**Rate Period: 1/1/2007 to 12/31/2007**

### Summary:

In concurrence with the Information Network of Kansas (INK) Enabling Statute, Bylaws, General Policies and Principals, Network Manager RFP and Network Manager Contract, the Kansas Information Consortium, Inc. (KIC) being so authorized as the Information Network of Kansas Network Manager (INKNM) does request that the Board of Directors of the Information Network of Kansas consider to approve and authorize the INKNM to create, implement and offer to the public the INK services proposed in this document. Such funds collected for INK services by the INKNM will be used to cover expenditures incurred by the network as specified in the Information Network of Kansas Network Manager Contract. All parties understand that the rates requested in this document per service are the maximum allowed and will be published in the INK fee schedule and INK Customer Contracts. The INKNM reserves the right at its own expense to offer any and all INK services at any rate less than the maximum amount approved in this and any future rate requests.

No Service Requests in January or February, 2007. *Attachments following end of report*

## **CONTRACTS**

### **NEW:**

#### **Electronic Government Service Contract with Kansas Department of Agriculture (KDA)**

The Kansas Department of Agriculture requests INK assistance in providing online pesticide dealer registration renewal and payment portal service. The online pesticide dealer registration renewal and payment portal will allow pesticide dealers to renew dealer registrations and pay by electronic check and credit card.

#### **Kansas Board of Healing Arts (KDHE) Bureau of Waste Management**

The Bureau of Waste Management requests INK assistance in providing their conference registrants the ability to pay conference registration fees online. This will be created as a fee service. Development of the INK service for the Bureau of Waste Management is at no cost to the KDHE.

#### **Lyon County District Court Searches**

Lyon County requests INK assistance for providing online district court searches.

### **RENEWALS:**

#### **Website Hosting - Kansas Board of Healing Arts (KDHE)**

The Kansas Board of Healing Arts has renewed their contract for Web site hosting.

#### **Website Hosting - Kansas Commission on Veterans Affairs (KCVA)**

The Kansas Commission on Veterans Affairs has renewed their contract for Web site hosting.

#### **Website Hosting - Behavioral Science Regulatory Board (BSRB)**

The Behavioral Science Regulatory Board has renewed their contract for Web site hosting.

#### **Website Hosting - Emergency Medical Services (EMS)**

The Emergency Medical Services has renewed their contract for Web site hosting.

#### **Website Hosting - Phillips County**

Phillips County has renewed their contract for Web site hosting.

#### **Website Hosting - Kansas Board of Pharmacy (KSBN)**

The Kansas Board of Pharmacy has renewed their contract for Web site hosting.

#### **Website Hosting - Kansas State Board of Nursing (KBP)**

The Kansas State Board of Nursing has renewed their contract for Web site hosting.

#### **Online Property Tax - Barton County**

Barton County has renewed their contract for online property tax payments.

#### **Online Property Tax - Graham County**

Graham County has renewed their contract for online property tax payments.

#### **Online Property Tax - Ottawa County**

Ottawa County has renewed their contract for online property tax payments.

#### **Online Property Tax - Pratt County**

Pratt County has renewed their contract for online property tax payments.

### **Online Property Tax – Reno County**

Reno County has renewed their contract for online property tax payments.

### **Online License Renewals – Kansas Board of Healing Arts (KSBHA)**

Kansas Board of Healing Arts has renewed their contract for online license renewals.

### **Online License Renewals – Kansas Department of Health and Environment (KDHE)**

Kansas Department of Health and Environment has renewed their contract for online license renewals.

### **Online Lobbyist Expenditure Report – Kansas Governmental Ethics Commission**

Kansas Governmental Ethics Commission has renewed their contract for online Lobbyist Expenditure Report.

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## **HOT TOPICS**

### **District Courts**

Kansas.gov has sent implementation packets to two county district courts: Lyon and Barton. The goal is to have all courts online this year.

### **Google Analytics Project**

The Creative Services Department is using the Google Analytics service to track website metrics including visitor statistics and demographics, keyword analysis, clickpaths, funnel navigation and more. By utilizing the many features offered by Google Analytics, Kansas.gov will be better able to improve the site design and direct more visitors to the site. We also plan to work with our partners to encourage them to use these tools as well, so they can develop their own reports and track their services.

### **Governor's State of the State Address**

Kansas.gov set up the audio stream to allow people to listen to Governor Kathleen Sebelius' State of the State address online on Jan. 12, 2007.

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## **NEW APPLICATIONS LAUNCHED**

### **Resident Agent/ Resident Office Amendment - Secretary of State**

Virtually all business entities are required to have a resident agent and a registered office. The registered office is a physical address in Kansas in which the agent can be located. The agent and/or office can now be amended electronically at any time.

### **Business Entity Suite Modifications - Secretary of State**

This project involved significant enhancements to the current Business Entity Search, Certificate of Good Standing, and Letter of Good Standing applications.

## MARKETING REPORT

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Kansas.gov placed a quarter-page ad in the Topeka Capital Journal for Kansas Day. The ad went out to all subscribers and also was sent to all school children in the state for coloring. Our ad was positioned next to Secretary Thornburgh's ad and hopefully will raise awareness about our website and services.

Five staff members of Kansas.gov delivered legislative packets to all the legislators on Jan. 9 at the Capitol Building and the Docking State Office building. The packets were well received and we heard lots of positive comments about Kansas.gov.

Marketing has created walkthrough and explanatory flyers for the new KanPay Express that will soon be launched for entities who need an e-commerce solution but don't need a dedicated application.

Marketing has created and distributed a flyer for District Courts to help them understand the setup process.

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## MEDIA CLIPS

Jan. 5, 2007- Lawrence Journal World – "What Can Kansans gain from their 2007 Legislature?" Lists Kansas.gov as an online resources to keep track of legislative activity, links for state agencies, and numerous other resources.

Jan. 22, 2007 - Wichita Eagle – "KBI Site lets you Search Criminal Records", a subscriber service from Kansas.gov.

January 16, 2007 -Topeka Capital Journal - Kansas.gov placed a quarter-page ad in the Topeka Capital Journal for Kansas Day. "Your online connection to Kansas government information and services. [www.kansas.gov](http://www.kansas.gov)".

Feb. 5, 2007 – Lawrence Journal World, Kansas State Board of Technical Professions - References Kansas.gov as a resource for renewing licenses for technical professionals.

Feb. 19, 2007 - Wichita Eagle – "Check up on your elected officials". At Kansas.gov you may search for records by area of opinion, keyword or opinion number.

Feb. 20, 2007 - Arkansas City Traveler- Keeping up with sex offenders is busy job. References Kansas.gov as the resource for searching sex offender data base.



# CONTRACTS

For period ending February 28, 2007

AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT .

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Barton County Treasurer ("Partner"). The following services are covered by this amendment:

Property Taxes

Barton County 001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

The remainder of the Agreement is hereby reaffirmed, together with any amendments that may have been mutually agreed before the date of this Amendment.

Agency

INK

Signed

Signed

Print Name

Print Name

INK Board Chair

Title

Title

Date

Date

Acknowledged by:

Network Manager

INK Executive Director

Signed

Signed

Print Name

Print Name

General Manager

Executive Director

Title

Title

Date

Date

## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Behavioral Sciences Regulatory Board ("Partner"). The following services are covered by this amendment:

Web Site Hosting

102-003-001

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Region 1 EMS ("Partner"). The following services are covered by this amendment:

Web Site Hosting

EMS-001-001

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Entity

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INK Board Chair

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Network Manager

INK Executive Director

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Executive Director

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Graham County Treasurer ("Partner"). The following services are covered by this amendment:

Property Taxes

Graham County 001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Kansas Board of Healing Arts ("Partner"). The following services are covered by this amendment:

On-line Renewals

105-002-001

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

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## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Kansas Board of Healing Arts ("Partner"). The following services are covered by this amendment:

Web Site Hosting

105-001-001

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

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General Manager

Executive Director

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## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Kansas Board of Pharmacy ("Partner"). The following services are covered by this amendment:

Web Site Hosting

531-002-000

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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General Manager

Executive Director

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Title

Date

Date



## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Kansas Commission on Veteran's Affairs ("Partner"). The following services are covered by this amendment:

Web Site Hosting

KCVA-001-001

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Executive Director

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Governmental Ethics Commission ("Partner"). The following services are covered by this amendment:

Lobbyist Expenditure Report

Contract # 247-001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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INK Board Chair

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Date

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Acknowledged by:

Network Manager

INK Executive Director

Signed

Signed

Print Name

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General Manager

Executive Director

Title

Title

Date

Date

## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Kansas State Board of Nursing ("Partner"). The following services are covered by this amendment:

Web Site Hosting

482-003-001

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Print Name

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INK Board Chair

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Date

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Acknowledged by:

Network Manager

INK Executive Director

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General Manager

Executive Director

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Ottawa County Treasurer ("Partner"). The following services are covered by this amendment:

Property Taxes

Ottawa County Treasurer 001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Network Manager

INK Executive Director

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## AMENDMENT TO WEB SITE HOSTING AGREEMENT

This Amendment is made to the Web Site Hosting Agreement between the Information Network of Kansas ("INK") and Phillips County ("Partner"). The following services are covered by this amendment:

Web Site Hosting

Web Phillips County 001-000

The Web Site Hosting Agreement(s) between the parties is hereby amended to extend the expiration date on page 3 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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INK

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INK Board Chair

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Network Manager

INK Executive Director

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Pratt County Treasurer ("Partner"). The following services are covered by this amendment:

Property Taxes

Pratt County 001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Network Manager

INK Executive Director

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## AMENDMENT TO ELECTRONIC GOVERNMENT SERVICE CONTRACT

This Amendment is made to the Electronic Government Service Contract between the Information Network of Kansas ("INK") and Reno County Treasurer ("Partner"). The following services are covered by this amendment:

Property Taxes

Reno County 001-000

The Electronic Government Service Contract(s) between the parties is hereby amended to extend the expiration date in section 6 as follows:

"This Agreement shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement. "

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Network Manager

INK Executive Director

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General Manager

Executive Director

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Date

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With Kansas Department of Agriculture 046-002-000**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, Department of Agriculture, hereinafter referred to as the Partner.

WHEREAS, the Partner is desirous of INK developing an online pesticide dealer registration renewal and payment portal service. The online pesticide dealer registration renewal and payment portal will allow pesticide dealers, hereinafter referred to as stakeholders, to renew dealer registrations and pay by electronic check and credit card hereinafter referred to as electronic payments.

WHEREAS, INK agrees to develop, maintain and enhance the online pesticide dealer registration renewal and payment portal to conduct electronic commerce transactions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

- 1) **INTERFACE AND DATABASE DEVELOPMENT**—INK will provide a customer friendly interface to successfully update personal information, renew licenses, and accept and complete stakeholder electronic payments. INK will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices on a daily basis. INK will provide online access to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 2) **APPLICATION SUPPORT**— INK agrees to provide user support to designated users who require access to the online service. Such support shall be directed to answering stakeholder questions and problems related to understanding screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- 3) It is agreed that the Partner will be responsible for answering all user questions related to its business processes, as well as the Partner rules and regulations, policies and procedures applicable to its application.
- 4) INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.
- 5) **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned, material changes in Network operations affecting the Partner online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include,



but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

- 6) **LIABILITY OF PARTNER FEES** – INK will not assume liability for the Partner application fee miscalculations or other system errors that have been validated and certified by the Partner as being functionally correct.
- 7) **COSTS AND COMPUTER PROGRAMS** – INK shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the Partner stakeholders. This includes the cost for purchasing, developing, maintaining and enhancing all programs used to interface with the Partner programs in order to provide such payment reports and stakeholder payment transaction confirmation number. Such programs shall:
  - (a) Protect records and transaction payment details from unauthorized access;
  - (b) Supply the payment confirmation number to the Partner stakeholders in an understandable and logical format acceptable to the Partner;
  - (c) Supply reports in an understandable and logical format; and
  - (d) Be tested, reviewed, and approved by the Partner before it is offered to the Partner stakeholders.
- 8) **ONLINE SECURITY** – INK is responsible for online security pursuant to industry standards.
- 9) **STANDARD USE MESSAGES** – INK shall comply with the STANDARD USE MESSAGES section of the contract between INK and KIC and any amendments thereto.
- 10) **CONFIDENTIALITY** - Electronic payment information will contain stakeholder payment and account information that is maintained and protected by the Partner. Electronic payment details shall be protected by INK according to the provisions of K.S.A. 45-215 et seq., the Kansas Open Records Act; and such payment details shall not be used for offering for sale property or services to anyone listed in the records or to anyone at any address listed in the records prohibited by K.S.A. 21-3914 and K.S.A. 45-220(c).
- 11) **CONTRACT REPRESENTATIVES AND NOTICES**—All matters relating to the Contract relationship shall be directed to the following persons:

Mailing address: Adrian Polansky  
Secretary of Agriculture  
Department of Agriculture  
109 SW 9<sup>th</sup> St, Topeka, KS 66612  
Phone: 785-296-3902  
Fax: 785-296-8587  
Email: ksag@kda.state.ks.us

Mailing Address: James Hollingsworth  
INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: jamesh@ink.org

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: generalmanager@ink.org

These designations may be changed following written notice from each party to the other party to this contract.

12) **TERMINATION OF CONTRACT** - Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

a. For the purposes of this contract, the phrase “for cause” shall mean:

- i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
- ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.
- iii. Failure of Manager’s officers and employees to pay Kansas taxes.
- iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.

b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.

13) **TERM OF CONTRACT** - This Contract shall commence on date of signature and shall be co-terminal with the Information Network of Kansas Contract for Network Manager (“Master Agreement”) and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement or upon notice to INK not less than six (6)

months prior to the expiration of the Master Agreement or any renewal period provided therein.

- 14) **RELATIONSHIP OF PARTIES** - Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this contract and has delegated its duties and responsibilities hereunder to KIC which is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder. INK may become an agent of the Partner only by expressed written consent of the Partner.
- 15) **MANAGER CONTRACT WITH INK** - INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
- 16) **CHANGES, MODIFICATIONS OR AMENDMENTS** - This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly authorized representatives of INK, KIC and the Partner, the parties hereto.
- 17) **UPKEEP OF APPLICATION DATA** - The Partner agrees to grant INK access to information necessary to perform updates or maintenance to the online service.
- 18) The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
- 19) The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
- 20) **PAYMENT OF FEES**— Users of this application will have two payment options provided by INK. The following outlines the agreement for these payment methods.
  - a) **Electronic Check Payments**-- INK will act as the payment processor, will send the entire amount of the Partner amount due collected from the user to the designated State Treasurer's account for the Partner, and will send the entire convenience fee amount to an INK account. The convenience fee to INK is outlined in Fee and Payment Schedule A. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of INK receiving such funds.
  - b) **Credit Card Payments** - - INK will act as the payment processor. INK will submit a statement of usage and transaction fees to the Partner for fees paid with credit cards. INK's credit card processing software will split the collected fee into two transactions: 1. the convenience fee and 2. the Partner amount due. INK will send the entire amount of the Partner amount due collected from the user to the designated State Treasurer's account for the Partner, and will send the entire convenience fee amount to an INK account. The convenience fee to INK is outlined in Fee and Payment Schedule A. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of INK receiving such funds.

- c) Return/Chargeback - - In the event a return/chargeback is received, users may incur an additional \$15.00 charge by INK for the recovery of the handling and processing of these returns/chargebacks. The amount charged by INK for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. INK will provide online access to a report detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
    - i) INK will be responsible for the initial handling and recovery of all monies associated with returns/chargebacks. In the event that INK is unable to recover funds for returns/chargebacks, the Partner is responsible for working in conjunction with INK to recover all funds associated with returns/chargebacks.
    - ii) In the event that notification for a returns/chargebacks is received after monies have been transferred to the Partner's specified bank account and INK is unable to collect funds within sixty (60) days from receipt of notice, INK will invoice the Partner the total of the transaction. The Partner will then be responsible for any business process needed to recover funds for returns/chargebacks.
    - iii) In the event that notification for a returns/chargebacks is received and no monies have been transferred to the Partner's specified bank account and INK is unable to collect funds within sixty (60) days from receipt of notice, INK shall notify the Partner that funds have not been collected. The Partner will then be responsible for any business process needed to recover funds for returns/chargebacks.
    - iv) INK will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the INK merchant ID and for the Partner merchant ID.
- 21) RECORDS AND FINANCES – All INK documents and records relating to electronic payments made via the portal shall be available for inspection, auditing, and copy by the Partner or other authorized representatives designated by the Partner.
- 22) ENTIRE CONTRACT - This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.
- 23) CONTRACTUAL PROVISIONS ATTACHMENT INCORPORATED - The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

(

Dan Yunk \_\_\_\_\_ Date \_\_\_\_\_  
INK Board Chair

Adrian Polansky  
Secretary of Agriculture

General Manager \_\_\_\_\_ Date \_\_\_\_\_

James Hollingsworth                      Date  
Executive Director

### FEE AND PAYMENT SCHEDULE A

The following fee schedule outlines the Partner amount due, the INK convenience fee and the total amount collected.

Renewal Fees	Partner Amount Due	Convenience Fee Due to INK	Total License Cost
Sales Under \$2,500	\$25.00	\$3.50	\$28.50
Sales \$2,500 and Over	\$100.00	\$6.00	\$106.00

Renewal Fees	Partner Amount Due	Convenience Fee with Cash (ACH) Discount Due to INK	Total License Cost
Sales Under \$2,500	\$25.00	\$3.00	\$28.00
Sales \$2,500 and Over	\$100.00	\$3.00	\$103.00

Stakeholders choosing to use ACH as their payment method will receive a cash discount.

INK will cover the costs for all credit card and electronic check fees associated with processing the online payments.

State of Kansas  
Department of Administration  
DA-146a (Rev. 1-01)

## CONTRACTUAL PROVISIONS ATTACHMENT

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With Kansas Department of Health and Environment 264-011-000**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, Kansas Department of Health and Environment, hereinafter referred to as the Partner.

WHEREAS, the Partner is desirous of INK developing an online conference registration and payment portal service. The conference registration and payment portal will allow conference attendees, hereinafter referred to as stakeholders, to register for a conference and pay by electronic check and credit card hereinafter referred to as electronic payments. Stakeholders will also be able to register for a conference using a purchase order.

WHEREAS, INK agrees to develop, maintain and enhance the online license renewal and payment portal to conduct electronic commerce transactions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

- 1) **INTERFACE AND DATABASE DEVELOPMENT**—INK will provide a customer friendly interface to successfully register for a conference and accept and complete stakeholder electronic payments. INK will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices on a daily basis. INK will provide online access to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 2) **APPLICATION SUPPORT**— INK agrees to provide user support to designated users who require access to the online service. Such support shall be directed to answering stakeholder questions and problems related to understanding screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- 3) It is agreed that the Partner will be responsible for answering all user questions relating to its business processes, as well as the Partner data, rules and regulations, policies and procedures applicable to its application.
- 4) INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.
- 5) **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned, material changes in Network operations affecting the Partner online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to



the complexity of application or diminishes services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

- 6) **LIABILITY OF PARTNER FEES** – INK will not assume liability for the Partner application fee miscalculations or other system errors that have been validated and certified by the Partner as being functionally correct.
- 7) **COSTS AND COMPUTER PROGRAMS** – INK shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the Partner stakeholders. This includes the cost for purchasing, developing, maintaining and enhancing all programs used to interface with the Partner programs in order to provide such payment reports and stakeholder payment transaction confirmation number. Such programs shall:
  - (a) Protect records and transaction payment details from unauthorized access;
  - (b) Supply the payment confirmation number to the Partner stakeholders in an understandable and logical format acceptable to the Partner;
  - (c) Supply reports in an understandable and logical format; and
  - (d) Be tested, reviewed, and approved by the Partner before it is offered to the Partner stakeholders.
- 8) **ONLINE SECURITY** – INK is responsible for online security pursuant to industry standards.
- 9) **STANDARD USE MESSAGES** – INK shall comply with the STANDARD USE MESSAGES section of the contract between INK and KIC and any amendments thereto.
- 10) **CONFIDENTIALITY** - Electronic payment information will contain stakeholder payment and account information that is maintained and protected by the Partner. Electronic payment details shall be protected by INK according to the provisions of K.S.A. 45-215 et seq., the Kansas Open Records Act; and such payment details shall not be used for offering for sale property or services to anyone listed in the records or to anyone at any address listed in the records prohibited by K.S.A. 21-3914 and K.S.A. 45-220(c).
- 11) **CONTRACT REPRESENTATIVES AND NOTICES**—All matters relating to the Contract relationship shall be directed to the following persons:

Mailing address: Roderick L. Bremby  
Secretary of KDHE  
Kansas Department of Health and Environment  
1000 SW Jackson Suite 320, Topeka, KS 66612

Phone: 785-296-1500  
Fax: 785-368-6368  
Email: info@kdhe.state.ks.us

Mailing Address: James Hollingsworth  
INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: jamesh@ink.org

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: generalmanager@ink.org

These designations may be changed following written notice from each party to the other party to this contract.

12) **TERMINATION OF CONTRACT** - Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or "for cause" reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

a. For the purposes of this contract, the phrase "for cause" shall mean:

- i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
- ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.
- iii. Failure of Manager's officers and employees to pay Kansas taxes.
- iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.

b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.

13) **TERM OF CONTRACT** - This Contract shall commence on date of signature and shall be co-terminal with the Information Network of Kansas Contract for Network Manager ("Master Agreement") and any extensions or renewals thereof, unless earlier terminated in

accordance with the terms of this Agreement or upon notice to INK not less than six (6) months prior to the expiration of the Master Agreement or any renewal period provided therein.

- 14) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this contract and has delegated its duties and responsibilities hereunder to KIC which is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder. INK may become an agent of the Partner only by expressed written consent of the Partner.
- 15) MANAGER CONTRACT WITH INK - INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
- 16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly authorized representatives of INK, KIC and the Partner, the parties hereto.
- 17) UPKEEP OF APPLICATION DATA – The Partner agrees to grant INK access to information necessary to perform updates or maintenance to the online service.
- 18) The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
- 19) The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
- 20) PAYMENT OF FEES— Users of this application will have three payment options provided by INK. All fee structures are outlined in the Fee and Payment Schedule A. The following outlines the agreement for these payment methods.

Electronic Check Payments-- INK will act as the payment processor, will send the entire amount of the Partner amount due collected from the user to the designated State Treasurer's account for the Partner, and will send the entire INK fee amount to an INK account. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of INK receiving such funds.

- a) Credit Card Payments - - INK will act as the payment processor. INK will submit a statement of usage and transaction fees to the Partner for fees paid with credit cards. INK's credit card processing software will split the collected fee into two transactions: 1. the INK fee and 2. the Partner amount due. INK will send the entire amount of the Partner amount due collected from the user to the designated State Treasurer's account for the Partner, and will send the entire INK fee amount to an INK account. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of INK receiving such funds.

- b) Purchase Orders - - INK will bill the Partner monthly for the appropriate INK fee amount for any user selecting the Purchase Order option for the previous month. INK will provide the necessary information so the Partner can collect the amount due from the user. No funds will be collected by INK from the user selecting this option. It is the Partner's responsibility to collect all funds from Purchase Orders.
  - c) Return/Chargeback - - In the event a return/chargeback is received, users may incur an additional \$15.00 charge by INK for the recovery of the handling and processing of these returns/chargebacks. The amount charged by INK for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. INK will provide online access to a report detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
    - i) INK will be responsible for the initial handling and recovery of all monies associated with returns/chargebacks. In the event that INK is unable to recover funds for returns/chargebacks, the Partner is responsible for working in conjunction with INK to recover all funds associated with returns/chargebacks.
    - ii) In the event that notification for a returns/chargebacks is received after monies have been transferred to the Partner's specified bank account and INK is unable to collect funds within sixty (60) days from receipt of notice, INK will invoice the Partner the total of the transaction. The Partner will then be responsible for any business process needed to recover funds for returns/chargebacks.
    - iii) In the event that notification for a returns/chargebacks is received and no monies have been transferred to the Partner's specified bank account and INK is unable to collect funds within sixty (60) days from receipt of notice, INK shall notify the Partner that funds have not been collected. The Partner will then be responsible for any business process needed to recover funds for returns/chargebacks.
    - iv) INK will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the INK merchant ID and for the Partner merchant ID.
- 21) RECORDS AND FINANCES – All INK documents and records relating to electronic payments made via the portal shall be available for inspection, auditing, and copy by the Partner or other authorized representatives designated by the Partner.
- 22) ENTIRE CONTRACT - This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.
- 23) CONTRACTUAL PROVISIONS ATTACHMENT INCORPORATED - The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.



### FEE AND PAYMENT SCHEDULE A

The following fee schedule outlines the Partner amount due, the INK fees and the total amount collected.

Conference Registration Fees	Partner Amount Due	INK Fee	Total Conference Registration Cost
First Day Only	\$37.00	\$3.00	\$40.00
Entire Conference	\$120.00	\$5.00	\$125.00

INK will cover the costs for all credit card and electronic check fees associated with processing the online payments.

State of Kansas  
Department of Administration  
DA-146a (Rev. 1-01)

## CONTRACTUAL PROVISIONS ATTACHMENT

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

# INFORMATION NETWORK OF KANSAS

## Electronic Government Service Contract with District Court of Lyon County LY-001-001

This Contract is between the Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, District Court of Lyon County, hereinafter referred to as the Partner.

WHEREAS, the Partner maintains certain electronic data in computer database which is available to the general public under certain circumstances, and

WHEREAS, the Partner uses FullCourt data records maintained by the Partner,

WHEREAS, INK desires to have access to the said electronic data through the use of the Internet, and to conduct electronic commerce transactions on behalf of the Partner, and

WHEREAS, the Partner is desirous of developing an online application that will allow INK subscribers the ability to search the Partner Court Records via the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

1. **INTERFACE AND DATABASE DEVELOPMENT** – INK will develop the necessary application to properly store the Partner Court Records Search information necessary to successfully support the Partner Court Records Search if appropriate. The Partner will provide INK with the necessary database access and the data to populate the application. In addition, INK will develop the Web interface that will allow users to gain access to the application.
2. **APPLICANT SUPPORT** – INK agrees to provide full user support to users who want to gain access to the application. Such support shall be directed to answering customer questions and problems related to understanding screen or record formats, codes, abbreviations, billing policy, error messages, batch run problems and other access concerns.

It is agreed to by the parties that the Partner will be responsible for answering all user questions relating to the Partner data, rules and regulations, policies, and procedures.

INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.



3. **CHANGES IN NETWORK** – Both parties will provide 30 days written notice of any planned changes in Network operations affecting the Partner Court Records Search, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include, but are not limited to: file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations, and interface content changes.
4. **CONTRACT REPRESENTATIVES AND NOTICES** – All matters related to the Contract relationship shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this contract.

Mailing address: Jeanne S. Turner, Chief Clerk  
430 Commercial St.  
Emporia, KS 66801  
Phone: 620-341-3280  
Fax: 620-341-3497  
Email: [jturner@kscourts.net](mailto:jturner@kscourts.net)

Mailing Address: INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: [jamesh@ink.org](mailto:jamesh@ink.org)

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: [generalmanager@ink.org](mailto:generalmanager@ink.org)

5. **TERMINATION OF CONTRACT** – Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.
  - a. For the purposes of this contract, the phrase “for cause” shall mean:

- i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
    - ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors, or shareholders.
    - iii. Failure of Manager's officers and employees to pay Kansas taxes.
    - iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.
  - b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.
6. **TERM OF CONTRACT** – This Contract shall commence upon being signed by both parties and shall terminate at midnight, December 31, 2008, unless earlier terminated pursuant to the provisions herein regarding termination (herein referred to as the "Initial Term"). After the Initial Term, this Contract will automatically renew for 12-month additional terms unless either party gives notice of intent to negotiate amendments and/or not renew the Contract not less than 90 days prior to the expiration of the term, i.e., on or before October 3, 2008, for the Initial Term, or October 3 of each additional one-year renewal term, unless earlier terminated pursuant to the provisions herein regarding termination. Notwithstanding the above, requests for amendments during a contract period will be considered and negotiated in good faith as per section 9 herein.
7. **RELATIONSHIP OF PARTIES** – Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this Contract and has delegated its duties and responsibilities hereunder to KIC who is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder INK may become an agent of the Partner only by expressed written consent of the Partner.
8. **MANAGER CONTRACT WITH INK** – INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
9. **CHANGES, MODIFICATIONS, OR AMENDMENTS** – This Contract may be changed, modified, or amended at any time by an instrument in writing signed by duly authorized representatives of INK, the INK Network Manager, and the Partner, the parties hereto.
10. **UPKEEP OF APPLICATION DATA** – The Partner agrees to grant INK access to the Partner database necessary to perform updates or maintenance to the application.

11. **MARKETING** – The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
12. **PROMOTION** – The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
13. **BILLING AND PAYMENT** – INK will provide its users with an option to search the Partner's court data by searching and reviewing Partner Data Records, and will charge its user \$1.00 for the search and \$1.00 for each record view.
- a. Subscriber shall pay to County \$0.25 from each search and record view charge when a County Data Record is actually accessed on the INK Network by an INK subscriber, as detailed in Fee and Payment Schedule.
  - b. INK shall provide a monthly report to the Partner that itemizes in detail the online Partner Data Record searches and views through INK. INK shall pay all such sums owed to County on a monthly basis; within 30 days from the expiration of the month such amount is due.
14. **ENTIRE CONTRACT** – This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Information Network of Kansas, Inc

District Court of Lyon County

\_\_\_\_\_  
INK Board Chair Date

\_\_\_\_\_  
Chief Clerk Date

Kansas Information Consortium  
(Network Manager)

ACKNOWLEDGED BY:  
Information Network of Kansas, Inc.

\_\_\_\_\_  
General Manager Date

\_\_\_\_\_  
Executive Director Date

**FEE AND PAYMENT SCHEDULE**

<b>Transaction Type</b>	<b>User Fee</b>	<b>Partner Portion</b>	<b>INK Portion</b>
Basic Court Search	\$1.00	\$0.25	\$0.75
Each Record Review	\$1.00	\$0.25	\$0.75

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With District Court of Sedgwick County**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, District Court of Sedgwick County, hereinafter referred to as the Partner.

WHEREAS, the Partner maintains certain electronic data in computer database which is available to the general public under certain circumstances, and

WHEREAS, the Partner uses Full Court data records maintained by the Partner,

WHEREAS, INK desires to have access to the said electronic data through the use of the Internet, and to conduct electronic commerce transactions on behalf of the Partner, and

WHEREAS, the Partner is desirous of developing an online application that will allow INK subscribers the ability to search the Partner Court Records via the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

1. **INTERFACE AND DATABASE DEVELOPMENT**—INK will develop the necessary application to properly store the Partner Court Records Search information necessary to successfully support the Partner Court Records Search if appropriate. The Partner will provide INK with the necessary database access and the data to populate the application. In addition, INK will develop the Web interface that will allow users to gain access to the application.
2. **APPLICANT SUPPORT**— INK agrees to provide full user support to users who want to gain access to the application. Such support shall be directed to answering customer questions and problems related to understanding screen or record formats, codes, abbreviations, billing policy, error messages, batch run problems and other access concerns.

It is agreed to by the parties that the Partner will be responsible for answering all user questions relating to the Partner data, rules and regulations, policies and procedures.

INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.

3. **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned changes in Network operations affecting the Partner Court Records Search, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include, but are not limited to: file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. **CONTRACT REPRESENTATIVES AND NOTICES**—All matters related to the Contract relationship shall be directed to the following persons:

Mailing address: Ellen House  
525 N Main  
Wichita, KS 67203  
Telephone: 316-660-5801  
Fax:  
Email: ehouse@dc18.org

Mailing Address: INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: [jamesh@ink.org](mailto:jamesh@ink.org)

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: [generalmanager@ink.org](mailto:generalmanager@ink.org)

These designations may be changed following written notice from each party to the other party to this contract.

5. **TERMINATION OF CONTRACT**-- Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

a. For the purposes of this contract, the phrase “for cause” shall mean:

i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.

ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.

iii. Failure of Manager's officers and employees to pay Kansas taxes.

iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.

b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.

6. TERM OF CONTRACT-- This Contract shall commence upon being signed by both parties and shall terminate at midnight, December 31, 2008, unless earlier terminated pursuant to the provisions herein regarding termination (herein referred to as the "Initial Term"). After the Initial Term, this Contract will automatically renew for 12-month additional terms unless either party gives notice of intent to negotiate amendments and/or not renew the Contract not less than 90 days prior to the expiration of the term, i.e., on or before October 3, 2008 for the Initial Term, or October 3 of each additional one-year renewal term, unless earlier terminated pursuant to the provisions herein regarding termination. Notwithstanding the above, requests for amendments during a contract period will be considered and negotiated in good faith as per section 9 herein.

7. RELATIONSHIP OF PARTIES--Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this Contract and has delegated its duties and responsibilities hereunder to KIC who is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder INK may become an agent of the Partner only by expressed written consent of the Partner.
8. MANAGER CONTRACT WITH INK--INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
9. CHANGES, MODIFICATIONS OR AMENDMENTS--This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly authorized representatives of INK, INK Network Manager and the Partner, the parties hereto.
10. UPKEEP OF APPLICATION DATA--The Partner agrees to grant INK access to the Partner database necessary to perform updates or maintenance to the application.

11. The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
12. The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
13. BILLING AND PAYMENT: INK will provide its users with an option to search the Partner's court data by searching and reviewing Partner Data Records, and will charge its user \$1.00 for the search and \$1.00 for each record view.
  - a. Subscriber shall pay to County \$0.25 from each search and record view charge when a County Data Record is actually accessed on the INK Network by an INK subscriber, as detailed in Fee and Payment Schedule A.
  - b. INK shall provide a monthly report to the Partner that itemizes in detail the online Partner Data Record searches and views through INK. INK shall pay all such sums owed to County on a monthly basis; within 30 days from the expiration of the month such amount is due.
14. ENTIRE CONTRACT--This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Information Network of Kansas, Inc.

District Court of Sedgwick County

\_\_\_\_\_  
INK Board Chair                      Date

\_\_\_\_\_  
Chief Judge Michael Corrigan      Date

Kansas Information Consortium  
(Network Manager)

ACKNOWLEDGED BY:  
Information Network of Kansas, Inc.

\_\_\_\_\_  
General Manager                      Date

\_\_\_\_\_  
Executive Director                      Date



### FEE AND PAYMENT SCHEDULE

Transaction Type	User Fee	Partner Portion	INK Portion
Basic Court Search	\$1.00	\$0.25	\$0.75
Each Record Review	\$1.00	\$0.25	\$0.75

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With District Court of Sedgwick County For Legacy Data**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, Board of Count Commissioners of Sedgwick County, hereinafter referred to as the Partner.

WHEREAS, the Partner maintains certain electronic data in computer database which is available to the general public under certain circumstances, and

WHEREAS, the Partner uses main frame data records maintained by the Partner that is not Full Court data or not accessible through Full Court,

WHEREAS, INK desires to have access to the said electronic data through the use of the Internet, and to conduct electronic commerce transactions on behalf of the Partner, and

WHEREAS, the Partner is desirous of developing an online application that will allow INK subscribers the ability to search the Partner Court Records via the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

1. **INTERFACE AND DATABASE DEVELOPMENT**—INK will develop the necessary application to properly retrieve the Partner Court Records Search information necessary to successfully support the Partner Court Records Search if appropriate. The Partner will provide INK with the necessary database access in accordance with Partner's current network security policy, and INK agrees to abide by all Partner technology protocols as it pertains to said access. In addition, INK will develop the Web interface that will allow users to gain access to the application.
2. **APPLICATION SUPPORT**— INK agrees to provide full user support to INK users who want to gain access to the application. Such support shall be directed to answering customer questions and problems related to understanding screen or record formats, codes, abbreviations, billing policy, error messages, batch run problems and other access concerns.

It is agreed to by the parties that the Partner will be responsible for answering all user questions relating to the Partner data, rules and regulations, policies and procedures.

INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.

3. **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned changes in Network operations affecting the Partner Court Records Search, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include, but are not limited to: file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **CONTRACT REPRESENTATIVES AND NOTICES**—All matters related to the Contract relationship shall be directed to the following persons:

Mailing address: Richard Vogt  
530 N Main  
Wichita, KS 67203  
Telephone: 316-660-9851  
Fax:  
Email: [rvogt@sedgwick.gov](mailto:rvogt@sedgwick.gov)

Mailing Address: INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: [jamesh@ink.org](mailto:jamesh@ink.org)

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: [generalmanager@ink.org](mailto:generalmanager@ink.org)

These designations may be changed following written notice from each party to the other party to this contract.

#### 5. **TERMINATION OF CONTRACT** –

- a. *For Cause.* Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable

period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

- i. For the purposes of this contract, the phrase "for cause" shall mean:  
Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
- ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.
- iii. Failure of Manager's officers and employees to pay Kansas taxes.
- iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.

- b. *For Convenience.* The Partner may terminate this contract at its convenience upon sixty (60) days written notice to INK, or immediately if directed to do so by statute or other state, federal or governmental agency.

6. **TERM OF CONTRACT--** This Contract shall commence upon being signed by both parties and shall terminate at midnight, December 31, 2008, unless earlier terminated pursuant to the provisions herein regarding termination (herein referred to as the "Initial Term"). After the Initial Term, this Contract will automatically renew for 12-month additional terms unless either party gives notice of intent to negotiate amendments and/or not renew the Contract not less than 90 days prior to the expiration of the term, i.e., on or before October 3, 2008 for the Initial Term, or October 3 of each additional one-year renewal term, unless earlier terminated pursuant to the provisions herein regarding termination. Notwithstanding the above, requests for amendments during a contract period will be considered and negotiated in good faith as per section 9 herein.

7. **RELATIONSHIP OF PARTIES--**Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this Contract and has delegated its duties and responsibilities hereunder to KIC who is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder INK may become an agent of the Partner only by expressed written consent of the Partner.
8. **MANAGER CONTRACT WITH INK--**INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
9. **CHANGES, MODIFICATIONS OR AMENDMENTS--**This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly

authorized representatives of INK, INK Network Manager and the Partner, the parties hereto.

10. The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
11. The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
6. **BILLING AND PAYMENT:** INK will provide its users with an option to search the Partner's court data by searching and reviewing Partner Data Records, and will charge its user \$1.00 for the search and \$1.00 for each record view.
  - a. The Partner shall provide a monthly statement of usage and associated costs of providing access. The statement shall consist of the following components:
    - i. A summary page detailing each area of charge for the month and year-to-date;
    - ii. A list of requests by terminal showing the number of requests and charge;
    - iii. A list of requests by operator showing the number of requests and charge; and
    - iv. Other fees and costs incurred by INK pursuant to the attached fee schedule.
  - b. Rates shall be set by County for various services and may be adjusted from time to time to cover the entire cost of providing service to INK.
  - c. INK will pay all properly submitted statements within thirty (30) days of the date of the statement.
14. **ENTIRE CONTRACT**--This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Information Network of Kansas, Inc.

Sedgwick County

\_\_\_\_\_  
INK Board Chair                      Date

\_\_\_\_\_  
Date

Kansas Information Consortium  
(Network Manager)

\_\_\_\_\_  
General Manager                      Date

ACKNOWLEDGED BY:  
Information Network of Kansas, Inc.

\_\_\_\_\_  
Executive Director                      Date

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With District Court of Wyandotte County**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, District Court of Wyandotte County, hereinafter referred to as the Partner.

WHEREAS, the Partner maintains certain electronic data in computer database which is available to the general public under certain circumstances, and

WHEREAS, the Partner uses Full Court data records maintained by the Partner,

WHEREAS, INK desires to have access to the said electronic data through the use of the Internet, and to conduct electronic commerce transactions on behalf of the Partner, and

WHEREAS, the Partner is desirous of developing an online application that will allow INK subscribers the ability to search the Partner Court Records via the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

1. **INTERFACE AND DATABASE DEVELOPMENT**—INK will develop the necessary application to properly store the Partner Court Records Search information necessary to successfully support the Partner Court Records Search if appropriate. The Partner will provide INK with the necessary database access and the data to populate the application. In addition, INK will develop the Web interface that will allow users to gain access to the application.
2. **APPLICANT SUPPORT**— INK agrees to provide full user support to users who want to gain access to the application. Such support shall be directed to answering customer questions and problems related to understanding screen or record formats, codes, abbreviations, billing policy, error messages, batch run problems and other access concerns.

It is agreed to by the parties that the Partner will be responsible for answering all user questions relating to the Partner data, rules and regulations, policies and procedures.

INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.

3. **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned changes in Network operations affecting the Partner Court Records Search, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include, but are not limited to: file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

4. **CONTRACT REPRESENTATIVES AND NOTICES**—All matters related to the Contract relationship shall be directed to the following persons:

Mailing address: William J. Burns, Jr.  
710 N. 7th St.  
Kansas City KS. 66101  
Telephone: (913) 573- 2940  
Fax: (913) 281-4354  
Email: [bburns@wycokck.org](mailto:bburns@wycokck.org)

Mailing Address: INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: [jamesh@ink.org](mailto:jamesh@ink.org)

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: [generalmanager@ink.org](mailto:generalmanager@ink.org)

These designations may be changed following written notice from each party to the other party to this contract.

5. **TERMINATION OF CONTRACT**-- Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

a. For the purposes of this contract, the phrase “for cause” shall mean:



- i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
  - ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.
  - iii. Failure of Manager's officers and employees to pay Kansas taxes.
  - iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.
- b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.
6. **TERM OF CONTRACT--** This Contract shall commence upon being signed by both parties and shall terminate at midnight, December 31, 2008, unless earlier terminated pursuant to the provisions herein regarding termination (herein referred to as the "Initial Term"). After the Initial Term, this Contract will automatically renew for 12-month additional terms unless either party gives notice of intent to negotiate amendments and/or not renew the Contract not less than 90 days prior to the expiration of the term, i.e., on or before October 3, 2008 for the Initial Term, or October 3 of each additional one-year renewal term, unless earlier terminated pursuant to the provisions herein regarding termination. Notwithstanding the above, requests for amendments during a contract period will be considered and negotiated in good faith as per section 9 herein.
7. **RELATIONSHIP OF PARTIES--**Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this Contract and has delegated its duties and responsibilities hereunder to KIC who is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder INK may become an agent of the Partner only by expressed written consent of the Partner.
8. **MANAGER CONTRACT WITH INK--**INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
9. **CHANGES, MODIFICATIONS OR AMENDMENTS--**This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly authorized representatives of INK, INK Network Manager and the Partner, the parties hereto.
10. **UPKEEP OF APPLICATION DATA--**The Partner agrees to grant INK access to the Partner database necessary to perform updates or maintenance to the application.

11. The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
12. The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
13. BILLING AND PAYMENT: INK will provide its users with an option to search the Partner's court data by searching and reviewing Partner Data Records, and will charge its user \$1.00 for the search and \$1.00 for each record view.
  - a. Subscriber shall pay to County \$0.25 from each search and record view charge when a County Data Record is actually accessed on the INK Network by an INK subscriber, as detailed in Fee and Payment Schedule A.
  - b. INK shall provide a monthly report to the Partner that itemizes in detail the online Partner Data Record searches and views through INK. INK shall pay all such sums owed to County on a monthly basis; within 30 days from the expiration of the month such amount is due.
14. ENTIRE CONTRACT--This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Information Network of Kansas, Inc.

District Court of Wyandotte County

\_\_\_\_\_  
INK Board Chair                      Date

\_\_\_\_\_  
William J. Burns, Jr.                      Date

Kansas Information Consortium  
(Network Manager)

ACKNOWLEDGED BY:  
Information Network of Kansas, Inc.

\_\_\_\_\_  
General Manager                      Date

\_\_\_\_\_  
Executive Director                      Date

### FEE AND PAYMENT SCHEDULE

Transaction Type	User Fee	Partner Portion	INK Portion
Basic Court Search	\$1.00	\$0.25	\$0.75
Each Record Review	\$1.00	\$0.25	\$0.75

# **INFORMATION NETWORK OF KANSAS**

## **Electronic Government Service Contract With District Court of Wyandotte County For Legacy Data**

This Contract is between Information Network of Kansas, hereinafter referred to as INK, by and through its agent for the purposes of this contract, and the Kansas Information Consortium, Inc., the INK Network Manager (Manager), a Kansas corporation hereinafter referred to as KIC, and the State of Kansas, District Court of Wyandotte County, hereinafter referred to as the Partner.

WHEREAS, the Partner maintains certain electronic data in computer database which is available to the general public under certain circumstances, and

WHEREAS, the Partner uses main frame data records maintained by the Partner that is not Full Court data or not accessible through Full Court,

WHEREAS, INK desires to have access to the said electronic data through the use of the Internet, and to conduct electronic commerce transactions on behalf of the Partner, and

WHEREAS, the Partner is desirous of developing an online application that will allow INK subscribers the ability to search the Partner Court Records via the Internet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements the parties hereto hereby agree as follows:

1. **INTERFACE AND DATABASE DEVELOPMENT**—INK will develop the necessary application to properly store the Partner Court Records Search information necessary to successfully support the Partner Court Records Search if appropriate. The Partner will provide INK with the necessary database access and the data to populate the application. In addition, INK will develop the Web interface that will allow users to gain access to the application.
2. **APPLICANT SUPPORT**— INK agrees to provide full user support to users who want to gain access to the application. Such support shall be directed to answering customer questions and problems related to understanding screen or record formats, codes, abbreviations, billing policy, error messages, batch run problems and other access concerns.

It is agreed to by the parties that the Partner will be responsible for answering all user questions relating to the Partner data, rules and regulations, policies and procedures.

INK agrees to participate in any and all meetings that the Partner identifies as necessary in order for INK to provide a high level of customer support. The Partner agrees to supply INK with all information necessary to assist users to the level agreed to above.

3. **CHANGES IN NETWORK**—Both parties will provide 30 days written notice of any planned changes in Network operations affecting the Partner Court Records Search, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of application or diminishes services provided. These changes will include, but are not limited to: file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
4. **CONTRACT REPRESENTATIVES AND NOTICES**—All matters related to the Contract relationship shall be directed to the following persons:

Mailing address: William J. Burns, Jr.  
710 N. 7th St.  
Kansas City KS. 66101  
Telephone: (913) 573- 2940  
Fax: (913) 281-4354  
Email: [bburns@wycokck.org](mailto:bburns@wycokck.org)

Mailing Address: INK Executive Director  
623 SW Van Buren  
Topeka, Kansas 66603  
Phone: (785) 296-4277  
Fax: (785) 296-1463  
Email: [jamesh@ink.org](mailto:jamesh@ink.org)

Mailing Address: General Manager/Network Manager  
534 South Kansas Avenue, Suite 1210  
Topeka, KS 66603-3406  
Phone: (785) 296-5275  
Fax: (785) 296-5563  
Email: [generalmanager@ink.org](mailto:generalmanager@ink.org)

These designations may be changed following written notice from each party to the other party to this contract.

5. **TERMINATION OF CONTRACT**-- Either party shall have the right to terminate this Contract for cause by providing written notice of termination to the other party. Such notice shall specify the time, parameters of this Contract, or “for cause” reason that gives rise to the termination and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless otherwise specified in this Contract, to cure breaches

and deficiencies to performance obligations under this Contract. Substantial cessation of Network services by INK shall be cause for immediate termination of this Contract.

- a. For the purposes of this contract, the phrase "for cause" shall mean:
  - i. Any material breach or evasion by either party of the terms or conditions of this Contract and its amendments if any.
  - ii. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, illegal conduct by INK, or the Manager, its officers, directors or shareholders.
  - iii. Failure of Manager's officers and employees to pay Kansas taxes.
  - iv. Violation by the Manager of any of the termination for cause statements specified in the INK Network Manager Contract.
- b. The Partner may terminate this contract at any time and without cause, if directed to do so by statute or other state, federal or governmental agency.

6. TERM OF CONTRACT-- This Contract shall commence upon being signed by both parties and shall terminate at midnight, December 31, 2008, unless earlier terminated pursuant to the provisions herein regarding termination (herein referred to as the "Initial Term"). After the Initial Term, this Contract will automatically renew for 12-month additional terms unless either party gives notice of intent to negotiate amendments and/or not renew the Contract not less than 90 days prior to the expiration of the term, i.e., on or before October 3, 2008 for the Initial Term, or October 3 of each additional one-year renewal term, unless earlier terminated pursuant to the provisions herein regarding termination. Notwithstanding the above, requests for amendments during a contract period will be considered and negotiated in good faith as per section 9 herein.

7. RELATIONSHIP OF PARTIES--Notwithstanding any other provisions contained herein, it is expressly agreed that INK is an independent contractor in the performance of each and every part of this Contract and has delegated its duties and responsibilities hereunder to KIC who is solely and personally liable for all labor and expenses in furtherance of such performance and for any and all damages which may be occasioned on account of its performance hereunder INK may become an agent of the Partner only by expressed written consent of the Partner.
8. MANAGER CONTRACT WITH INK--INK shall make available to the Partner a copy of any amendments to the INK Network Manager Contract within 24 hours of the amendment effective date.
9. CHANGES, MODIFICATIONS OR AMENDMENTS--This Contract may be changed, modified or amended at any time by an instrument in writing signed by duly

authorized representatives of INK, INK Network Manager and the Partner, the parties hereto.

10. UPKEEP OF APPLICATION DATA--The Partner agrees to grant INK access to the Partner database necessary to perform updates or maintenance to the application.
11. The Partner may provide reasonable marketing space in its publications (if and/or when such exist) at no charge, to allow promotion of Kansas.gov or its services.
12. The Partner may provide INK complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which it may host (if and/or when such exist).
13. BILLING AND PAYMENT: INK will provide its users with an option to search the Partner's court data by searching and reviewing Partner Data Records, and will charge its user \$1.00 for the search and \$1.00 for each record view.
  - a. The Partner shall provide a monthly access report to INK that itemizes in detail the online access required by INK to provide the court information. The report will include each area of charge for month and year-to-date, requests by terminal showing requests and charge. The monthly charge shall consist of the following:
    - i. user connect charge of \$100.00 per month
    - ii. usage charge of \$0.04 per transaction
  - b. INK shall pay all such sums owed to County on a monthly basis; within 10 days from the expiration of the month such amount is due.
14. ENTIRE CONTRACT--This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contracts between the parties with respect to subject matter hereof. This Contract may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Information Network of Kansas, Inc.

Wyandotte County

\_\_\_\_\_  
INK Board Chair                      Date

\_\_\_\_\_  
William J. Burns, Jr.                      Date

Kansas Information Consortium  
(Network Manager)

ACKNOWLEDGED BY:  
Information Network of Kansas, Inc.

\_\_\_\_\_  
General Manager                      Date

\_\_\_\_\_  
Executive Director                      Date



# MISCELLANEOUS

For period ending February 28, 2007

## Media Coverage

Jan. 5, 2007- Lawrence Journal World online newspaper -"What can Kansans gain from their 2007 legislature?" Lists Kansas.gov as an online resource to track legislative activity.

Jan. 22, 2007- Wichita Eagle online newspaper- "KBI site lets you search criminal records", a subscriber service from Kansas.gov.

Jan.16, 2007 - Topeka Capital Journal for Kansas Day- Banner Ad Kansas.gov.  
"Your online connection to Kansas government information and services. [www.kansas.gov](http://www.kansas.gov)".

Feb. 5, 2007 - Kansas State Board of Technical Professions. References Kansas.gov as a resource for renewing licences for technical professionals.

Feb. 19, 2007 - Wichita Eagle- "Check up on your elected officials." Where you get the records." Kansas.gov., you may search by area of opinion, opinion number or keywords.

Feb. 20, 2007 - Arkansas City Traveler- "Keeping up with sex offenders is busy job." With Kansas.gov. you can search by county or name.

# Partner Survey

Below are recently received post-project survey results from partners.

## Post-Project Survey

Please complete this survey about your recent project with Kansas.gov. Your responses will help Kansas.gov improve the service we provide. We strive to be the best state partner possible. We appreciate your feedback and look forward to working with you in the future.

### 1. Today's date:

# Response

2/02/2007

### 2. Please list your government entity (agency, division, county, etc.). No abbreviations please.

# Response

1 Office of the Attorney General

### 3. Title of project

# Response

1 Concealed Carry Online Application-Update

### 4. What was your role in the project?

Project manager

(0)

Technical contact

(0)

Director

100.0%

(1)

Other: Treasurer

(0)

### 5. Please rate your satisfaction in the following areas.

Average rank

(1 = poor; 5 = excellent)

Treated respectfully by Kansas.gov staff

1 2 3 4 5

(5.0)

Understood the process your project was to go through

(5.0)

As involved in the process as you wanted to be

(5.0)

Kept informed of project's progress

(5.0)

Quality of customer service received

(5.0)

Kansas.gov met their commitments to the project timelines

(5.0)

Quality of the product (application or Web site)

(5.0)

Timely responses of Kansas.gov staff to requests/messages

(5.0)

Kansas.gov staff demonstrated expert knowledge

(5.0)

in Web design and development

(5.0)

### 6. If you received marketing services from Kansas.gov, please rate your satisfaction.

(1=poor; 5=excellent)

Average rank

1 2 3 4 5

Quality of marketing services provided

(0.0)

### 7. Would you recommend Kansas.gov to another entity? Why or why not?

# Response

Yes, particularly if that entity wishes to implement online business.